

# **Exhibit 25**

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF RHODE ISLAND

SHEET METAL WORKERS LOCAL )  
NO. 20 WELFARE AND BENEFIT FUND )  
and INDIANA CARPENTERS WELFARE )  
FUND, )

Plaintiffs, )

vs. )

CVS HEALTH CORPORATION, )

Defendant. )

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PLUMBERS WELFARE FUND, LOCAL )  
130, U.A. on behalf of itself )  
and all others similarly )  
situated, )

Plaintiffs, )

vs. )

CVS HEALTH CORPORATION, )

Defendant. )

The deposition of JOSEPH OHM, taken before  
Maria S. Winn, CSR, RPR and CRR, pursuant to the  
Federal Rules of Civil Procedure for the United  
States District Courts pertaining to the taking of  
depositions, at Mayer Brown, LLP, 71 South Wacker  
Drive, Suite 3200, Chicago, Illinois, commencing  
at 9:01 a.m. on March 12, 2019.



<p>1 Foundation.                  2 Go ahead.                  3 A It would.                  4 BY MS. HOOVER:                  5 Q And would the Fund have expected Segal to                  6 keep up with developments in the prescription drug                  7 marketplace?                  8 MR. KUROWSKI: Same objections.                  9 A It would.                  10 BY MS. HOOVER:                  11 Q Would the Fund expect Segal to let the                  12 trustees and employees know if something important                  13 happened in the prescription drug market?                  14 MR. KUROWSKI: Objection, vague.                  15 Foundation.                  16 A It would.                  17 BY MS. HOOVER:                  18 Q And would the Fund expect Segal to                  19 present information to the trustees that would be                  20 important or relevant to those trustees making                  21 decisions about the prescription drug benefits                  22 offered by the Fund?                  23 MR. KUROWSKI: Objection, vague.                  24 Foundation.                  25 A It would.</p> <p style="text-align: right;">Page 134</p>	<p>1 BY MS. HOOVER:                  2 Q How long has Dr. Khouri served as the                  3 medical consultant for the Fund?                  4 A Several years.                  5 Q Do you know if anyone served in that                  6 position prior to Dr. Khouri?                  7 A I do not, no.                  8 Q What is Dr. Khouri's role with respect to                  9 the Fund?                  10 A Primarily, he will review medical claims                  11 for medical -- claims that have been submitted                  12 that are possibly denied by the Welfare Fund, he                  13 will review for medical necessity to see if they                  14 should be paid pursuant to the terms of the plan.                  15 Q Does he advise the Fund on issues related                  16 to prescription drug benefits?                  17 A It's possible.                  18 MR. KUROWSKI: Objection, vague.                  19 Foundation.                  20 BY MS. HOOVER:                  21 Q During the period 2008 to 2016, has the                  22 Fund ever employed any other agents to perform                  23 administrative functions for the Fund?                  24 MR. KUROWSKI: Objection, vague.                  25 A Not to my knowledge.</p> <p style="text-align: right;">Page 136</p>
<p>1 (Whereupon, Ms. Madeline Remish                  2 entered the conference room.)                  3 BY MS. HOOVER:                  4 Q The trust agreement, which I can point                  5 you to, if you aren't familiar with this                  6 provision, but are you familiar that the trust                  7 agreement authorizes trustees to retain one or                  8 more medical consultants to advise the trustees?                  9 A I'm not familiar with that particular                  10 section.                  11 Q If you want to take a look at it, this is                  12 Exhibit 3, at page 29.                  13 A Okay. I'm there.                  14 Q And Section 8.21 is called: "Medical                  15 Consultant."                  16 Do you see that?                  17 A I do.                  18 Q Have the trustees retained a medical                  19 consultant to advise them?                  20 A They have.                  21 Q Who is that person?                  22 MR. KUROWSKI: Objection, vague.                  23 Foundation.                  24 A Dr. Khoury. I -- his first name escapes                  25 me.</p> <p style="text-align: right;">Page 135</p>	<p>1 BY MS. HOOVER:                  2 Q In other words, are most administrative                  3 functions handled by the Fund staff that we                  4 previously discussed?                  5 A Or their consultants, yes.                  6 Q Other than the consultants -- and I'll                  7 also include Express Scripts, that we already                  8 discussed -- are there any other third parties                  9 that the Welfare Fund contracts with to provide                  10 services related to prescription drug benefits?                  11 A Not that I can recall.                  12 Q All right. So I want to talk a little                  13 bit more about Express Scripts, which you've                  14 mentioned before.                  15 Do you understand that the case concerns                  16 the pricing for generic drugs offered under the                  17 prescription drug benefit plan of the Fund?                  18 MR. KUROWSKI: Objection, vague.                  19 A Could you repeat that?                  20 BY MS. HOOVER:                  21 Q Yes. Do you under- -- generally                  22 understand that this case concerns the pricing                  23 offered for generic drugs through the prescription                  24 drug benefit plan of the fund?                  25 MR. KUROWSKI: Objection, foundation.</p> <p style="text-align: right;">Page 137</p>

<p>1 A Yes. Yes.                  2 BY MS. HOOVER:                  3 Q And in order to provide prescription drug                  4 benefits, the Fund contracts with a pharmacy                  5 benefits manager. Correct?                  6 A That's correct.                  7 Q And you referred to that previously as a                  8 PBM. Correct?                  9 A That's correct.                  10 Q And you testified before that the Fund's                  11 current PBM is Express Scripts?                  12 A That's correct.                  13 Q If I refer to them interchangeably as                  14 Express Scripts or ESI, will you understand that?                  15 A I will.                  16 Q And how long has Express Scripts been the                  17 Fund's PBM?                  18 A Several years. For several years.                  19 Q Has Express Scripts been the Fund's PBM                  20 since at least 2008?                  21 A I don't know.                  22 Q What's your understanding of what a PBM                  23 is?                  24 A The PBM will provide pharmaceutical drug                  25 services on behalf of the -- the Fund by utilizing</p> <p style="text-align: right;">Page 138</p>	<p>1 Q And is she an employee of Express                  2 Scripts?                  3 A She is.                  4 Q Who at the Fund primarily interacts with                  5 Ms. Jurish or other people at Express Scripts                  6 assigned to the Fund?                  7 MR. KUROWSKI: Objection, vague.                  8 A It would depend on the issue at hand.                  9 But primarily, it would be me.                  10 BY MS. HOOVER:                  11 Q And what types of issues are you in                  12 contact with ESI about?                  13 A As I mentioned previously, you know, we                  14 may be in contact with Express Scripts about                  15 manufacturers' rebates, about our -- any kind of                  16 service issues that we may be having at a                  17 particular point in time with Express Scripts.                  18 Q Do the Fund's consultants also interact                  19 with the ESI personnel responsible for the Fund's                  20 account?                  21 A They do.                  22 Q What types of issues would the                  23 consultants interact with ESI about?                  24 A So somebody like PSG would interact with                  25 Express Scripts on an ongoing basis about trends</p> <p style="text-align: right;">Page 140</p>
<p>1 its retail -- the retail pharmacies belonging to                  2 its network to allow them to fill prescriptions,                  3 bill the pharmacy benefits manager, who then will,                  4 in turn, submit invoices to the Fund office for                  5 payment.                  6 Q Okay. We'll go through each of those                  7 responsibilities in a little bit more detail in a                  8 second.                  9 You mentioned before Heidi Jurish.                  10 Other than Ms. Jurish, who else at                  11 Express Scripts is assigned to cover the Fund's                  12 account?                  13 A No one that I can recall.                  14 Q Are you familiar with Aaron McDonald?                  15 A I am.                  16 Q Do you know if that's an employee of                  17 Express Scripts?                  18 A It is.                  19 Q Was Mr. McDonald ever assigned to the                  20 Fund's account?                  21 A I don't know.                  22 Q What about Katty Rodriguez?                  23 A I don't know.                  24 Q Are you familiar with Katty Rodriguez?                  25 A I am.</p> <p style="text-align: right;">Page 139</p>	<p>1 in the industry, specifically as it relates to our                  2 plan.                  3 Maybe a hot topic right now is specialty                  4 drugs.                  5 Depending on a particular project that's                  6 going on at a point in time, they could be -- PSG                  7 could be in contact with ESI about the calendar                  8 year audit.                  9 Depending on where we are in the                  10 contract, it could be RFP or market check, just --                  11 so there's a variety of topics that PSG could be                  12 in discussion with ESI about.                  13 Q And prior to PSG being the Fund's                  14 consultant, you testified that it was Buck, and                  15 prior to that, Segal.                  16 So is it fair to say that Buck and Segal                  17 would have interacted with ESI about similar                  18 issues?                  19 A Yes.                  20 MR. KUROWSKI: Objection, vague.                  21 Foundation.                  22 BY MS. HOOVER:                  23 Q Do representatives from Express Scripts                  24 ever attend Fund board meetings?                  25 A No.</p> <p style="text-align: right;">Page 141</p>

<p>1 A Prior to August 2016.</p> <p>2 Q Who authorized the lawsuit prior to</p> <p>3 2016 -- August 2016?</p> <p>4 A The co-chairs of the Welfare Fund.</p> <p>5 Q When did they authorize the lawsuit?</p> <p>6 A Approximately June 2016.</p> <p>7 Q You testified before that in order for</p> <p>8 the Board of Trustees to take action, there had to</p> <p>9 be a majority vote of the board; is that correct?</p> <p>10 MR. KUROWSKI: Objection, vague.</p> <p>11 Foundation. Misstates the witness' prior</p> <p>12 testimony.</p> <p>13 You may answer.</p> <p>14 A Yes, that's correct.</p> <p>15 BY MS. HOOVER:</p> <p>16 Q Where does the authority for the</p> <p>17 co-chairs to authorize a lawsuit without a vote of</p> <p>18 the board come from?</p> <p>19 A They were acting -- the co-chairs were</p> <p>20 acting on behalf of the Board of Trustees.</p> <p>21 Q Why did the Fund vote in December 2017,</p> <p>22 if the case had already been filed?</p> <p>23 A They were -- at that point, voted to add</p> <p>24 Caremark as a party to the lawsuit.</p> <p>25 Q Okay. So did the Board of Trustees ever</p> <p>Page 206</p>	<p>1 instruct you not to answer.</p> <p>2 If you may otherwise answer, you can do</p> <p>3 so without divulging the substance of such</p> <p>4 communications.</p> <p>5 MS. HOOVER: Just for the record, I'm not</p> <p>6 asking for the legal advice or mental</p> <p>7 impressions of counsel.</p> <p>8 I'm asking for the factual basis for the</p> <p>9 co-chairs' authorization of the lawsuit</p> <p>10 against CVS.</p> <p>11 MR. KUROWSKI: Same objection.</p> <p>12 A I believe the facts of the case are</p> <p>13 stipulated in the complaint.</p> <p>14 BY MS. HOOVER:</p> <p>15 Q The complaint wasn't filed until August</p> <p>16 of 2016. You testified that the co-chairs</p> <p>17 authorized the lawsuit in June of 2016.</p> <p>18 What's your understanding of the facts</p> <p>19 that they knew at the time they authorized the</p> <p>20 lawsuit?</p> <p>21 MR. KUROWSKI: Objection, vague.</p> <p>22 Foundation. Misstates the witness' prior</p> <p>23 testimony.</p> <p>24 A Any facts --</p> <p>25 MR. KUROWSKI: Calls for a legal --</p> <p>Page 208</p>
<p>1 vote for the original lawsuit to be filed against</p> <p>2 CVS?</p> <p>3 A I don't recall.</p> <p>4 Q Again, given the provisions in the trust</p> <p>5 agreement regarding the requirement of a majority</p> <p>6 vote, where does the authority of the co-chairs to</p> <p>7 act on behalf of the Fund without a vote come</p> <p>8 from?</p> <p>9 MR. KUROWSKI: Objection, vague.</p> <p>10 Foundation.</p> <p>11 A I don't know.</p> <p>12 BY MS. HOOVER:</p> <p>13 Q You testified that the co-chairs of the</p> <p>14 Fund authorized this lawsuit in June 2016.</p> <p>15 What was their factual basis for</p> <p>16 authorizing the lawsuit?</p> <p>17 A I believe --</p> <p>18 MR. KUROWSKI: Objection.</p> <p>19 THE WITNESS: Beg your pardon. Sorry.</p> <p>20 MR. KUROWSKI: Calls for attorney-client</p> <p>21 privileged communications.</p> <p>22 To the extent that your answer requires</p> <p>23 you to divulge the substance of any</p> <p>24 communications that any of the Fund trustees</p> <p>25 may have had with counsel, I'm going to</p> <p>Page 207</p>	<p>1 attorney-client privileged communications as</p> <p>2 well.</p> <p>3 A Any facts I would say are found in the</p> <p>4 complaint.</p> <p>5 BY MS. HOOVER:</p> <p>6 Q Are you aware that the complaint has</p> <p>7 numerous allegations regarding CVS' Health Savings</p> <p>8 Pass program?</p> <p>9 A Yes.</p> <p>10 Q Do you recall testifying before that the</p> <p>11 Fund trustees had no knowledge or familiarity with</p> <p>12 the Health Savings Pass program?</p> <p>13 A Yes.</p> <p>14 Q So when did the trustees become aware of</p> <p>15 the facts relating to CVS' Health Savings Pass</p> <p>16 program that formed the allegations in the</p> <p>17 complaint?</p> <p>18 A I would suggest that that date would be</p> <p>19 found in the complaint.</p> <p>20 Q In general terms, what is the Fund's</p> <p>21 understanding of the facts that formed the basis</p> <p>22 of the lawsuit against CVS?</p> <p>23 A Those issues would be found in the</p> <p>24 complaint.</p> <p>25 Q Can you articulate what those issues are?</p> <p>Page 209</p>




<p>1 A I cannot.                  2 Q Have you read the complaint in this case?                  3 A Yes.                  4 Q Did you understand the allegations in                  5 that complaint?                  6 A Yes.                  7 Q But in general terms, the Fund doesn't                  8 know the facts that form the basis?                  9 A Any facts, I think, are found in the                  10 complaint.                  11 Q And the Fund is unable to articulate, as                  12 a general matter, what those facts are?                  13 A That's correct.                  14 Q You stated that in the vote of the Board                  15 of Trustees in December 2017, the board authorized                  16 adding Caremark as a defendant in this case?                  17 A That's correct.                  18 Q Who participated in that vote?                  19 A The Board of Trustees.                  20 Q Was that vote taken at a normal meeting                  21 of the Board of Trustees?                  22 A It was.                  23 MR. KUROWSKI: I will object to questions                  24 regarding this vote as outside the scope of                  25 the 30(b)(6) examination.</p> <p style="text-align: right;">Page 210</p>	<p>1 Q Who is Fund counsel?                  2 A Mr. Greg Hose.                  3 MR. KUROWSKI: Mr. Ohm, I'm going to                  4 instruct you not to reveal the substance of                  5 any communications that you may have had with                  6 Fund counsel.                  7 MS. HOOVER: There is no question pending                  8 for your objection. I didn't ask him anything                  9 about the substance.                  10 I asked him how he became aware of the                  11 facts.                  12 MR. KUROWSKI: Statement stands.                  13 BY MS. HOOVER:                  14 Q Would Mr. Hose have presented those facts                  15 at a meeting of the Board of Trustees?                  16 You can answer.                  17 MR. KUROWSKI: Objection, calls for                  18 attorney-client privileged communications.                  19 To the extent that the question is asking                  20 you to reveal the substance of communications                  21 that you may have received from Mr. Hose as                  22 Fund counsel, I'm going to instruct you not to                  23 answer the question.                  24 If you can answer the question without                  25 revealing the substance of any communications</p> <p style="text-align: right;">Page 212</p>
<p>1 MS. HOOVER: For the record, one of the                  2 topics was the factual basis for the lawsuits                  3 against the defendants in this case. One of                  4 the defendants is Caremark.                  5 MR. KUROWSKI: And the notice of                  6 deposition specifically identifies                  7 February 2016 as the cutoff.                  8 MS. HOOVER: It identifies that period,                  9 to the extent it is not otherwise stated in a                  10 request. And the request clearly relates to                  11 the facts against Caremark as a defendant.                  12 BY MS. HOOVER:                  13 Q What is the factual basis for the lawsuit                  14 against Caremark?                  15 A I believe the factual basis will be                  16 found -- would be found in the complaint.                  17 Q When did the Welfare Fund become aware of                  18 those facts?                  19 MR. KUROWSKI: Objection, vague.                  20 A I don't know.                  21 BY MS. HOOVER:                  22 Q How did the Fund become aware of the                  23 facts that form the basis for the lawsuit against                  24 Caremark?                  25 A Through Fund counsel.</p> <p style="text-align: right;">Page 211</p>	<p>1 that have been provided to the Fund by Fund                  2 counsel, you may go ahead.                  3 Otherwise, I'm going to instruct you not                  4 to answer.                  5 BY MS. HOOVER:                  6 Q And for the record, I still haven't asked                  7 you about the substance. I asked you if that                  8 communication would have occurred at a meeting of                  9 the Board of Trustees.                  10 A I don't know.                  11 Q Were you present when Mr. Hose presented                  12 the facts that form the basis for the claims                  13 against Caremark?                  14 A I don't know.                  15 Q When the Board of Trustees voted to add                  16 Caremark as a defendant, what was the factual                  17 basis for their vote?                  18 A The factual basis would be found in the                  19 complaint.                  20 MR. KUROWSKI: Objection, vague.                  21 Foundation.                  22 BY MS. HOOVER:                  23 Q In general terms, can you describe the                  24 allegations against Caremark?                  25 A No.</p> <p style="text-align: right;">Page 213</p>

<p>1 Q What facts support the claim that CVS                  2 overcharged the Fund?                  3 MR. KUROWSKI: Objection, vague.                  4 Foundation. Calls for a legal conclusion.                  5 A Those facts are found in the complaint.                  6 BY MS. HOOVER:                  7 Q What facts support the claim that Express                  8 Scripts conspired with CVS to overcharge the Fund?                  9 MR. KUROWSKI: Same objections.                  10 A Those facts should be found in the                  11 complaint.                  12 BY MS. HOOVER:                  13 Q What facts support the claim that                  14 Caremark conspired with CVS to overcharge the                  15 Fund?                  16 MR. KUROWSKI: Same objections.                  17 A Those facts should be found in the                  18 complaint.                  19 BY MS. HOOVER:                  20 Q Do you understand that the information                  21 contained in the complaint are allegations, not                  22 facts?                  23 MR. KUROWSKI: Objection, vague.                  24 A No.                  25</p> <p style="text-align: right;">Page 214</p>	<p>1 MR. KUROWSKI: Objection, vague.                  2 Foundation.                  3 BY MS. HOOVER:                  4 Q Do you understand that the primary                  5 allegation against CVS in this case is that it                  6 should have reported its Health Savings Pass                  7 prices as its usual and customary prices?                  8 A No.                  9 (Document marked as PWF                  10 Exhibit No. 22 for identification.)                  11 BY MS. HOOVER:                  12 Q Showing you what I'm marking as                  13 Exhibit 22 for today's deposition.                  14 Looking at the first page of this                  15 document, do you see that it's titled:                  16 "Proposed First Amended Complaint"?                  17 A Yes.                  18 Q Do you see above that, that one of the                  19 case captions contained on this first amended                  20 complaint is:                  21 "Plumbers Welfare Fund Local 130 U.A., on                  22 behalf of itself and all others similarly,                  23 plaintiff, versus CVS Pharmacy, Inc., Caremark,                  24 LLC, defendants."                  25 A I do see that, yes.</p> <p style="text-align: right;">Page 216</p>
<p>1 BY MS. HOOVER:                  2 Q In other words, do you understand that                  3 the information contained in the complaint has not                  4 been proven?                  5 MR. KUROWSKI: Objection, vague.                  6 A No.                  7 BY MS. HOOVER:                  8 Q Do you understand that CVS and Caremark                  9 contest the allegations contained in the                  10 complaint?                  11 A Yes.                  12 Q Since you're not aware of any facts that                  13 form the basis for the allegations in the                  14 complaint, you don't know one way or another                  15 whether those allegations are true or false.                  16 MR. KUROWSKI: Objection, vague.                  17 BY MS. HOOVER:                  18 Q Right?                  19 MR. KUROWSKI: Objection, vague.                  20 Foundation.                  21 A I don't know.                  22 BY MS. HOOVER:                  23 Q As far as you know, the allegations                  24 against CVS and Caremark could be false. Right?                  25 A I don't know.</p> <p style="text-align: right;">Page 215</p>	<p>1 Q Do you understand that this is the                  2 complaint that was filed in this case?                  3 A That's my understanding.                  4 Q I ask you to turn to paragraph 5, page 3.                  5 A (Witness complies.)                  6 Q I'd ask you to read that to yourself.                  7 A (Witness perusing document.)                  8 Q If you look -- well, let me just ask you                  9 again.                  10 Having read paragraph 5, do you                  11 understand that the primary allegation against CVS                  12 is that it should have, but did not, report Health                  13 Savings Pass prices as its usual and customary                  14 prices?                  15 MR. KUROWSKI: Objection, vague.                  16 Foundation.                  17 A Yeah. I don't know that.                  18 BY MS. HOOVER:                  19 Q Looking at the fifth line, starting at                  20 the end, do you see that this paragraph 5 states:                  21 "CVS, with the participation of Caremark,                  22 knowingly and intentionally overcharged plaintiffs                  23 and private health plans for generic prescription                  24 drugs by submitting claims for payment that did                  25 not account for the HSP price in reporting the</p> <p style="text-align: right;">Page 217</p>

55 (Pages 214 - 217)



<p>1 MR. KUROWSKI: You don't have to answer. 2 THE WITNESS: Okay. 3 BY MS. HOOVER: 4 Q Just looking back at Exhibit 21. 5 This was the RFP response document. 6 You just testified that this document was 7 created by Buck Consultants. Correct? 8 A That's correct. 9 Q Buck Consultants created this document on 10 behalf of the Plumbers Welfare Fund Local 130. 11 Correct? 12 A That's correct. 13 MR. KUROWSKI: Objection, vague. 14 Foundation. 15 BY MS. HOOVER: 16 Q In fact, this was a document related to a 17 request for proposal by the Welfare Fund. 18 Correct? 19 MR. KUROWSKI: Objection, vague. 20 Foundation. 21 A Yes, that's correct. 22 BY MS. HOOVER: 23 Q In other words, this is part of the 24 Welfare Fund's request for proposal process. 25 Correct?</p> <p>Page 326</p>	<p>1 STATE OF ILLINOIS )  ) SS: 2 COUNTY OF C O O K ) 3 4 The within and foregoing deposition of 5 the aforementioned witness was taken before 6 MARIA S. WINN, CSR, RPR and CRR, at the place, 7 date and time aforementioned. 8 There were present during the taking of 9 the deposition the previously named counsel. 10 The said witness was first duly sworn and 11 was then examined upon oral interrogatories; the 12 questions and answers were taken down in shorthand 13 by the undersigned, acting as stenographer; and 14 the within and foregoing is a true, accurate and 15 complete record of all of the questions asked of 16 and answers made by the aforementioned witness, at 17 the time and place hereinabove referred to. 18 The signature of the witness was not 19 waived, and the deposition was submitted, 20 pursuant to Rule 30(e) and 32(d)4 of the Rules 21 of Civil Procedure for the United States District 22 Courts, to the deponent per copy of the attached 23 letter. 24 25</p> <p>Page 328</p>
<p>1 MR. KUROWSKI: Objection, vague. 2 Foundation. 3 A Yes. 4 MS. HOOVER: That's all I have for you, 5 Mr. Ohm. 6 MR. KUROWSKI: We'll read and sign. 7 THE VIDEOGRAPHER: This marks the end of 8 Media Set 6 and the end of this deposition, at 9 5:25 p.m. 10 (WITNESS EXCUSED) 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p> <p>Page 327</p>	<p>1 The undersigned is not interested in the 2 within case, nor of kin or counsel to any of the 3 parties. 4 In witness whereof, I have hereunto set 5 my hand and seal of office this day, March 14, 6 2019. 7 8 9  10 11 CSR No. 084-003784 - Expiration Date: May 31, 2019 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p> <p>Page 329</p>